

EXHIBIT 1

[Filed Under Seal]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQ. NO.	1	
0091	See Block 18C	10-89S-11	4	
6. ISSUED BY Federal Bureau of Prisons Contract Administration Office McRae Correctional Facility 112 Jim Hammock Drive, P.O. Box 368 McRae, GA 31055		CODE	7. ADMINISTERED BY (If other than Item 6) James J.C.L. Spence Contracting Officer (254) 729-4707	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215			9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (See Item 11)	
			X 10A. MODIFICATION OF CONTRACT/ORDER NO J1PCc-008 /	
CODE : Tax ID# 82-1750984 FACILITY CODE: DUNS #159734151			10B. DATED (See Item 13) 05/30/2002	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning _____ copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

N/A - No Cost to the Government

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OR CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
XX C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return one copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

Contract #J1PCc-008 is hereby modified to reflect the following: Remove Attachment J-5, Award Fee Determination Plan, and replace in its entirety with the attached Attachment J-6 (pages 2 through 4).

Contractor's Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this proposal.

Except as provided herein, all items and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Natasha K. Metcalf Vice President, Partnership Development <i>Natasha K. Metcalf</i> (Signature of person authorized to sign)	15B. CONTRACTOR/OFFEROR <i>Natasha K. Metcalf</i>	15C. DATE SIGNED 9/30/11	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James J.C.L. Spence Contracting Officer <i>James J.C.L. Spence</i> (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 10/6/11
---	--	-----------------------------	--	-------------------------------------	-----------------------------

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Contract J1PCc-008
McRae Correctional Facility
Modification # 0091
Block 14 - Description of Modification

Attachment J-5

AWARD FEE DETERMINATION PLAN

Introduction: The objective of this plan is to provide the guidelines for the award fee process. The contractor has an opportunity to earn an award fee commensurate with the achievement of performance above the acceptable level. Award fee evaluation periods will be for a 12-month period beginning annually in January.

During the base period and each succeeding option period, the contractor may earn a minimum award fee of zero dollars to a maximum award fee of five percent of the total payment received for the period rated (excluding reimbursable services). The balance of any unearned award fee for the evaluation period will not be carried over to any subsequent evaluation period.

Responsibilities: The Performance Evaluation Board (PEB) assesses performance information and makes recommendations to the Fee Determination Official (FDO).

The FDO determines the award fee earned and payable for each evaluation period. The contractor will receive written notification of the FDO's decision, ordinarily 60 days after the end of the evaluation period.

For payment of the award fee, the contractor shall submit a separate invoice with a copy of the FDO's determination.

Contractor Self-Assessment: Within five working days after the end of each evaluation period, the contractor may provide a written self-assessment of performance, not to exceed five pages. The contractor should include information addressing overall performance as it relates to quality of work and responsiveness during this evaluation period. The contractor is encouraged to discuss the implementation of any innovative approach or performance as it relates to contract requirements. The self-assessment shall be provided to the Federal Bureau of Prisons (BOP) electronically in Microsoft Word format. In addition, one hard copy, signed and dated by the contractor, shall be forwarded to the Contracting Officer.

A PEB representative or the FDO may contact the contractor for discussion or clarification.

Evaluation: The PEB and FDO may consider performance information provided by oversight staff (to include Notices of Concern), Contract Facility Monitoring Reports, contractor self-assessment, and any other relevant information.

Contract J1PCC-008
McRae Correctional Facility
Modification # 0091
Block 14 - Description of Modification

Listed below are the factors essential for consideration of an award fee:

I. Quality of Work

Results from Quality Assurance Inspections including but not limited to observations by Government Personnel, The Joint Commission, ACA, external inspections, and Contractor=s Quality Control Program.

II. Contractor Responsiveness

Timeliness, cooperation, and effectiveness of response to both routine and unusual institution events; BOP concerns; and changing service requirements.

Contract J1PCC-008
McRae Correctional Facility
Modification # 0091
Block 14 - Description of Modification

The following is the performance rating table:

Rating	Performance Description	Award Fee Range
Superior	Superlative level of performance (Quality of Work) and responsiveness, achievement of distinguished results and effectiveness. Extremely limited, minor deficiencies (no more than 6 with no repetitive findings) and no adverse effect on any part of the overall performance.	85% - 100%
Excellent	Excellent performance (Quality of Work) and responsiveness. Very limited, minor deficiencies (no more than 9 and ordinarily no repetitive findings) and no adverse effect on any part of the overall performance.	60% - 84%
Very Good	Very good performance (Quality of Work) and responsiveness with limited, minor deficiencies (no more than 12) and minimal or no adverse effect on overall performance.	35% - 59%
Good	Good performance (Quality of Work) and responsiveness with deficiencies (no more than 25) and minimal or no adverse effect on overall performance.	1% - 34%
Satisfactory	Satisfactory performance (Quality of Work) and responsiveness that meets base contract requirements with deficiencies that have minimal effect on overall performance.	0%
Unsatisfactory	One or more vital functions of the program are not being performed at an acceptable level. Internal quality controls are weak, allowing serious deficiencies in one or more program areas.	0%

Revisions: The BOP may unilaterally modify the contract to revise the Award Fee Determination Plan (AFDP). The BOP will provide written notice of the revision to the contractor 30 calendar days prior to the beginning of the next evaluation period. The revised AFDP will take effect at the beginning of the next evaluation period.

Rev. dated Sept. 8, 2011

*****NO FURTHER CHANGES*****